



LEROY D. BACA, SHERIFF

County of Los Angeles  
Sheriff's Department Headquarters  
4700 Ramona Boulevard  
Monterey Park, California 91754-2169  
*A Tradition of Service*



December 04, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

48 December 4, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF  
PASADENA FOR THE 2013 TOURNAMENT OF ROSES PARADE  
(FIFTH DISTRICT) (3 VOTES)**

**SUBJECT**

Approve Supplemental Law Enforcement Services Agreement (Agreement) with the city of Pasadena for the performance of supplemental law enforcement services (Services) by the Los Angeles County Sheriff's Department (Department) during the 124th Tournament of Roses Parade on January 1, 2013.

**IT IS RECOMMENDED THAT THE BOARD:**

Approve, and instruct the Chairman to sign, the attached Agreement with the city of Pasadena for the performance of Services during the 124th Tournament of Roses Parade on January 1, 2013, at an estimated cost of \$727,654.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The city of Pasadena has requested that Los Angeles County (County), through the Department, provide Services during the city's annual Tournament of Roses Parade on January 1, 2013. The

number of spectators and vehicles that enter the city of Pasadena to attend this event require Services to provide adequate police protection and traffic control. The city of Pasadena is desirous of contracting with the County for Services through the Department.

### **Implementation of Strategic Plan Goals**

This recommended action conforms with the County's Strategic Plan, Goal 1, Operational Effectiveness, and Goal 3, Integrated Services Delivery, by combining resources with Pasadena Police Department; the Department enhances public safety during this event, efficiently delivering much needed services to one of the safety partners within our County. It ensures safety and security to the people of the County, along with the worldwide visitors to this event. All Department costs are fully reimbursed by the city of Pasadena.

### **FISCAL IMPACT/FINANCING**

The estimated charges and staffing are based on rates developed by the Auditor-Controller. The County will be reimbursed by the city of Pasadena for all costs incurred at the current rates established by the Auditor-Controller in an amount not to exceed \$900,000. The total estimated cost for the parade is \$727,654.

The Tournament of Roses Parade will not have any impact on the resources provided to the unincorporated patrol areas, as staffing will be provided by the Department's sworn and professional staff on voluntary overtime basis. The estimated total number of personnel required is 874, totaling 10,179 hours. The Agreement provides for the use of reserve deputy sheriff personnel who will augment the assignment of the regular deputy sheriff personnel. The reserve deputy sheriffs and other personnel will be compensated according to the rates set forth in the Agreement.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the Agreement shall commence upon execution by the Board of Supervisors and shall remain in effect through January 1, 2013. The Services will be provided according to the mutually agreed upon operations plan(s). The Agreement provides for mutual indemnification.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact to current County services. The Tournament of Roses Parade will be staffed by deputy personnel on overtime status.

**CONCLUSION**

Upon approval by the Board, it is requested that the Executive Officer, Board of Supervisors, return three originally executed Supplemental Law Enforcement Services Agreements to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca". The signature is fluid and cursive, with the first name "Leroy" being more prominent.

LEROY D. BACA  
Sheriff

LDB:BAF:mm

Enclosures

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF PASADENA  
FOR  
2013 TOURNAMENT OF ROSES PARADE**

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**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF PASADENA  
FOR  
2013 TOURNAMENT OF ROSES PARADE**

This Supplemental Law Enforcement Services Agreement, hereinafter referred to as "Agreement," is entered into this 4th day of December, 2012, by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and the CITY OF PASADENA, hereinafter referred to as "City" for the 2013 Tournament of Roses Parade, hereinafter referred to as "Parade."

**RECITALS**

- (a) Whereas, the City and the Tournament of Roses Association will state and conduct the annual Parade on January 1, 2013; and
- (b) Whereas, the City is desirous of contracting with the County for the performance of the supplemental law enforcement functions for the Parade, as described herein, by the Los Angeles County Sheriff's Department, hereinafter referred to as "Sheriff's Department," and
- (b) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth in this Agreement; and
- (c) Whereas, such Agreement is authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51301 of the California Government Code; and
- (d) Whereas, the County is agreeable to rendering such supplemental law enforcement services, as available, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

**1.0 SCOPE OF SERVICES**

- 1.1 The County agrees, as available, through the Sheriff of the County of Los Angeles, to provide supplemental law enforcement services to the City for the

Parade according to the operations plan(s) for supplemental law enforcement services developed and approved by the Sheriff and the Police Chief of the City subject to the conditions set forth Sections 2.1 and 2.2 below for the following dates: December 31, 2012 through January 1, 2013. Such operations plan(s) are hereby incorporated into and made a part of this Agreement by this reference.

- 1.2 Except as otherwise specifically set forth in this Agreement, supplemental law enforcement services shall encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the Charter of the County and the laws of California.
- 1.3 The City hereby grants to the County, the Sheriff's Department, and its personnel providing services under this Agreement the right to transmit and broadcast communications to the Pasadena Police Department's units via the Pasadena Police Department's primary dispatch frequency and/or any other law enforcement frequency for which the City is licensed by FCC.

## **2.0 ADMINISTRATION OF PERSONNEL**

- 2.1 It is the intent of the Sheriff to hire sufficient personnel to staff the Parade services according to the operations plan(s) referred to in Section 1.1. However, to ensure the safety of the public and sworn personnel, should the Sheriff determine that an insufficient number of personnel are available to staff according to the operations plan(s) referred to in Section 1.1, the Sheriff shall notify the Police Chief of the City as soon as reasonably practicable.
- 2.2 The County agrees to provide to the City the classifications of personnel for use in carrying out the operations plan(s) for supplemental law enforcement referred to in Section 1.1 and subject to the conditions set forth in Attachment A, 2013 Rose Parade Rates and Personnel, to this Agreement.
- 2.3 County agrees to provide an amount not exceeding two hundred (200) hours of clerical and logistical support time for administrative staff duties, planning and preparation, which includes set-up and breakdown of logistical equipment, and any other services the Sheriff may deem necessary to carry out the duties assigned to the Sheriff's Department under the operations plan(s) for law enforcement

referred to in Section 1.1, including pre-event and post-event float escorts as requested by the City.

- 2.4 Notwithstanding any other provision of this Agreement, the Sheriff may forthwith cancel the provision of services under this Agreement if he concludes that he has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law.
- 2.5 In the event that additional personnel, beyond the personnel described herein, is requested by the City, the City agrees to fully reimburse the County for the cost of all additional personnel. Sheriff and Police Chief of the City must mutually agree upon the amount of additional personnel needed. County, through the Sheriff's Department, agrees to make best efforts to provide such additional personnel.
- 2.6 The hours of duty performed by County employees under this Agreement shall be those established and agreed upon in the operations plan(s) for supplemental law enforcement described in Section 1.1.
- 2.7 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff of the County and the City's Chief of Police.
- 2.8 The rendition of the services performed by the Sheriff's Department, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.9 With regard to Sections 2.1 and 2.2, the Sheriff, in an unresolved dispute over the minimum level of performance of services, shall have final and conclusive determination as between the parties hereto.
- 2.10 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees shall become employees of the County.

- 2.11 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.
- 2.12 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

### **3.0 INDEMNIFICATION**

- 3.1 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.
- 3.2 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

### **4.0 TERM OF AGREEMENT**

The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall remain in effect through January 1, 2013, unless sooner terminated or extended in whole or in part as provided for herein.

### **5.0 RIGHT OF TERMINATION**

- 5.1 Either party may terminate this Agreement with or without cause by giving not less than thirty (30) calendar days advance written notice to the other party.



- 5.2 Notwithstanding the foregoing, the Sheriff may cancel the provision of services with only ten (10) calendar days advance notice, or less in the event of exigent circumstances, if the Sheriff concludes that there are insufficient personnel to provide the agreed upon services and still perform other Sheriff's duties as required by law.
- 5.3 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

## **6.0 BILLING RATES**

- 6.1 For and in consideration of the rendition of the supplemental law enforcement services to be performed by the County for the City under this Agreement, the City shall pay County for said services provided by County under the terms of this Agreement at the appropriate and prevailing billing rates set forth on Attachment A, 2013 Rose Parade Rates and Personnel, to this Agreement, as established by the County Auditor-Controller, in a total amount not to exceed \$900,000.
- 6.2 The billing rates depicted on Attachment A, 2013 Rose Parade Rates and Personnel, are developed by the County Auditor-Controller to reflect the County's actual costs in the compensation of employees at premium overtime rates (except Deputy Sheriff - Reserves), the administration of workers' compensation benefits, and the overhead of the County attributable to the provision of services pursuant to this Agreement. The foregoing rates are adjusted annually pursuant to the policies and practices adopted by the Los Angeles County Board of Supervisors governing the determination of such actual costs.

## **7.0 PAYMENT PROCEDURES**

- 7.1 The County, through the Sheriff, shall render to the City a summarized invoice which covers all services performed under this Agreement, and the City shall pay County for all undisputed amounts within thirty (30) calendar days after date of said invoice.
- 7.2 If such payment is not delivered to the County office, which is described on said invoice, within thirty (30) calendar days after the date of the invoice, the County

is entitled to recover interest thereon. For all disputed amounts, the District shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within thirty (30) calendar days after the dispute resolution is memorialized.

7.3 Said interest shall be at a rate of ten percent (10%) per annum or any portion thereof, calculated from the date payment was due pursuant to Sections 7.1 and 7.2 above.

7.4 Notwithstanding the provisions of Government Code 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the City without giving further notice to the City of the County's intention to do so.

## **8.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City.

## **9.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

## **10.0 AUTHORIZATION WARRANTY**

The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

## **11.0 GOVERNING LAW, JURISDICTION, AND VENUE**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **12.0 NOTICES**

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department  
Contract Law Enforcement Bureau  
Attn: Captain Bruce Fogarty  
4700 Ramona Boulevard, Room 214  
Monterey Park, California 91754

Notices to the City shall be addressed as follows:

City of Pasadena  
Events Planning  
Attn: Sergeant Art Shute  
207 North Garfield Avenue  
Pasadena, California 91101

## **13.0 VALIDITY**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **14.0 WAIVER**

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

#### **15.0 ENTIRE AGREEMENT**

This Agreement, including Attachment A, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supercedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.0, Amendments, of this Agreement and signed by both parties.

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CITY OF PASADENA  
FOR  
2013 TOURNAMENT OF ROSES PARADE**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by its Chairman and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and the City has caused this Agreement to be executed on its behalf by its authorized officer.



COUNTY OF LOS ANGELES

By Mark Ridley-Thomas

Mark Ridley-Thomas  
Chairman, Board of Supervisors

ATTEST:  
SACHI HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By Lachelle Smithman  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By Lachelle Smithman  
Deputy

CITY OF PASADENA

By Michael J. Beck  
MICHAEL J. BECK  
City Manager

ATTEST:  
MARK JOMSKY, CMC  
City Clerk

By Mark Jomsky  
11/8/12

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

By Michael Jackson  
Senior Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

48

DEC 4 2012

APPROVED AS TO FORM:  
City Attorney

By Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

By John F. Krattli

**ATTACHMENT "A"**  
**SHERIFF'S DEPARTMENT**  
**124TH ANNUAL**  
**2013 ROSE PARADE RATES AND PERSONNEL**

	Hourly Rate	3.00% Liability	Total Hourly Rate	Number Deployed	13 Total Hours	Total Costs
Area Commander	147.48	N/A	147.48	1	13	1,917.24
Captain	130.07	N/A	130.07	1	13	1,690.91
Lieutenant	104.5	N/A	104.5	15	195	20,377.50
Sergeant	86.92	N/A	86.92	63	819	71,187.48
Deputy Bonus II	87.4	2.62	90.02	24	312	27,268.80
Deputy Bonus I	71.99	2.16	74.15	110	1430	102,945.70
Deputy Bonus I (Motorcycle)	79.91	2.40	82.31		0	0.00
Deputy Generalist	66.22	1.99	68.21	460	5980	395,995.60
Community Services Asst.	25.3	0.76	26.06	2	26	657.80
Criminalist	55.81	1.67	57.48	1	13	725.53
Reserve Deputy (daily salary)	250.75	7.52	258.27	91	NA	23,502.80
Custody Assistant	42.66	1.28	43.94	2	26	1,109.16
Dept. Emp. Relations Rep.	58.34	N/A	53.87	1	13	758.42
Electronic Communications Tech	54.53	N/A	54.53	2	26	1,417.78
Evidence & Property Custodian III	39.32	N/A	39.32	1	13	511.16
General Maintenance Worker	34.54	N/A	34.54	2	26	898.04
Inventory Control Assistant I	31.64	N/A	31.64	1	13	411.32
Intermediate Typist-Clerk	28.63	N/A	26.47	1	13	372.19
Law Enforcement Technician	38.65	1.16	39.81	25	325	12,561.25
Locksmith	47.02	N/A	40.66	1	13	611.26
Operations Assistant I	36.79	N/A	34.00	1	13	478.27
Operations Assistant II	45.71	N/A	45.71	1	13	594.23
Operations Assistant III	52.34	N/A	52.34	1	13	680.42
Parking Control Officer	32.34	0.97	33.31	1	13	420.42
Procurement Asst. II	35.82	N/A	29.82	1	13	465.66
Public Response Dispatcher II	45.37	N/A	42.1	10	130	5,898.10
Secretary V	40.40	N/A	40.4	1	13	525.20
Security Assistant	20.32	0.61	20.93	20	260	5,283.20
Security Officer	32.26	0.97	33.23	21	273	8,806.98
Senior Criminalist	75.21	N/A	75.21	2	26	1,955.46
Senior Equipment Maintenance Wkr	41.52	N/A	35.53	3	39	1,619.28
Sheriff's Station Clerk II	34.03	N/A	34.03	1	13	442.39
Supervising Parking Control Officer	37.34	N/A	35.75	3	39	1,456.26
Suprv. Communications Operator	46.62	N/A	46.62	2	26	1,212.12
Warehouse Manager	26.95	N/A	39.19	2	26	700.70

874 10,179 695,459

**3% Liability** 17,378

**Estimated Milage Cost** 4,500

**Sub-Total Estimated Cost** 717,337

**Estimate Support Time**

	Hours	
Sergeant	50	4,346
LET	150	5,971
<b>Total Estimated Costs</b>		<b>727,654</b>